TENDER DOCUMENT

FOR THE WORK OF

Providing Ornamental and Architectural Facade lighting to Government Major/Multi storey Buildings of Bengaluru under BRAND BENGALURU-VIBRANT BENGALURU in BCCC limits.

Office of the Executive Engineer (Ele),
BCCC, 16th Floor, PU Building,
MG Road, Bengaluru

BENGALURU CENTAL CITY CORPORATION.

Tenders for the work of	**Providing Ornamental and Architectural Facade lighting to Government Major/Multi storey Buildings of Bengaluru under BRAND BENGALURU-VIBRANT BENGALURU in BCCC limits.**
Tender reference & date	**No: BCCC/EE/ELE/TEND/01/2026-27, Dt: 12/05/2026**
Pre-bid meeting date, time and - [place/virtually]	On **25/05/2026 at 11.30 AM** at Office of Executive Engineer(Ele), 16th floor, PUB, M G Road, Bengaluru-560075.
Last date and time for submission of tenders	**01/06/2026 by 15.00 hrs.**
Date and time of opening of technical proposal of tenders	**02/06/2026 at 16.00 hrs.**
Date and time of opening of financial proposal of tenders	**05/06/2026.**
Validity of tenders	**180 days**.
Period for contract	**180 days**
Earnest money deposit (EMD) /Bid security amount	Rs. **9.02 Lakhs** (Rs. Nine Lakh and Two thousand only) (Rs. **1.00 Lakhs** (Rs. One Lakh only) shall be paid through online Payment in KPP Portal and remaining Rs. **8.02 Lakhs** (Rs. Eight lakh and Two Thousand only) shall be paid through **Bank Guarantee)** **The Bidder shall Submit the EMD Part BG on or before the submission of tender.**
Tender Inviting Authority/Employer	**Executive Engineer (Ele),** **BCCC, 16th Floor, Public Utility Building,** **MG Road, Bengaluru**
Place of opening of tenders and Address for communication	**Executive Engineer (Ele),** **BCCC, 16th Floor, Public Utility Building,** **MG Road, Bengaluru**

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BENGALURU CENTRAL CITY CORPORATION

BCCC/EE/ELE/TEND/01/2026-27

Office of the Executive Engineer,
Electrical Division
16th Floor, PU Building,
MG Road, Bengaluru-01
Dated: 12/05/2026

INVITATION FOR TENDER (IFT)
(Two cover/Short term)
(Through KPPP Portal only)

1. Executive Engineer (Ele), BCCC, invites Tenders in accordance with KTPP rules 2000, from eligible contractors registered in Bengaluru Central City Corporation/KPWD/ CPWD/Railways/MES/National Highway or any other equivalent central/state government organizations on behalf of the commissioner, BCCC for Electrical work as detailed in the table. The bidders may submit their bids for works given in the table below through KPPP portal of the Government of Karnataka **(**www.KPPP.karnataka.gov.in**)** The bidders are advised to note the minimum qualification criteria specified in clause-3 of the ITT to qualify for award of the contract.

2. a Tender documents may be downloaded from the KPPP portal from: **16/05/2026 by 16.30 hrs.**

b. Last date for submitting clarification if any: **22/05/2026 by 16.00 hrs.**

c. Date & time of Pre-bid meeting: **25/05/2026 at 11.30 AM** at Office of Executive Engineer(Ele),16thfloor, PUB, M G Road, Bengaluru-560075.

d. Last date and time for submission of Tender in Karnataka Public Procurement Portal (KPPP)**: 01/06/2026 by 15.00 hrs.**

e. Date & time of opening of Tenders: **Technical Bid 02/06/2026 at 16.00 hrs.**

f. Date & time of opening of Tenders: **Commercial Bid (if possible) 05/06/2026.**

g. Tenders must be accompanied by earnest money deposit specified for the work in the Table below. Earnest money deposit will have to be submitted online through web site www.KPPP.karnataka.gov.in

h. Tenders shall be opened on the web site www.KPPP.karnataka.gov.in in the office of the Executive Engineer (Ele.), BCCC, Bangalore.

i. Aspiring bidders / contractors who have not registered in KPPP portal should be registered before participating in this tender.

j. Before submission of online bids, bidders must ensure that scanned copies of all the necessary documents have been attached with the bid.

k. All the information required for the bid must be uploaded in KPPP portal only.

l. For details of registration and e-payment of EMD, visit GOK KPPP portal website **www.KPPP.karnataka.gov.in. or contact KPPP portal helpdesk at 080-25501216,25501227.**

m. Tenderers are subjected to the provisions of KTPP (Amendment) Rules 2017 and Selected works in Randomization shall be reserved for participation by tenderers belonging to the scheduled castes & scheduled tribes.

n. During the currency of the contract, any variation in GST rates shall result in a corresponding adjustment in payments. The contractor or the employer, as the case may be, shall make additional payment or refund depending on whether there is an increase or decrease in GST rates.

O. GST shall be paid separately.

Sl No	Ward No	Name of the Work	Amount Put to Tender (In Lakhs)	Earnest Money Deposit (Rs.)	Cost of document (Rs.)	Period of completion	Class of Contract
Others							
1	25	Providing Ornamental and Architectural Facade lighting to Government Major/Multi storey Buildings of Bengaluru under **BRAND BENGALURU-VIBRANT BENGALURU** in BCCC limits.	600.79	Rs. **9.02 Lakhs** (Rs. Nine Lakh and Two thousand only) (Rs. **1.00 Lakhs** (Rs. One Lakh only) shall be paid through online Payment in KPP Portal and remaining Rs. **8.02 Lakhs** (Rs. Eight lakh and Two Thousand only) shall be paid through **Bank Guarantee)** **The Bidder shall Submit the EMD Part BG on or before the submission of tender.**	KPPP Portal	180 Days	KCEI/ Class II & above
2	04 & 32	Providing Ornamental and Architectural Facade lighting to Heritage Buildings of Bengaluru under **BRAND BENGALURU-VIBRANT BENGALURU** in BCCC limits.	600.77	Rs. **9.02 Lakhs** (Rs. Nine Lakh and Two thousand only) (Rs. **1.00 Lakhs** (Rs. One Lakh only) shall be paid through online Payment in KPP Portal and remaining Rs. **8.02 Lakhs** (Rs. Eight lakh and Two Thousand only) shall be paid through **Bank Guarantee)** **The Bidder shall Submit the EMD Part BG on or before the submission of tender.**	KPPP Portal	180 Days	KCEI/ Class II & above

Sd/-
Executive Engineer (Ele.)
Bengaluru Central City Corporation

Copy to:

1) Copy Submitted to the Commissioner, Bengaluru Central City Corporation, for kind information.
2) Copy Submitted to the Additional Commissioner(Development), Bengaluru Central City Corporation, for kind information.
3) Copy Submitted to the Chief Engineer (Zone-1 & Zone -2), Bengaluru Central City Corporation, for kind information.
4) Copy Submitted to the Superintendent Engineer (Zone-1 & Zone -2), Bengaluru Central City Corporation, for kind information.
5) Copy to the Public relation officer, BCCC for kind information and to publish in Leading News papers.
6) Notice board.
7) Office copy.

Executive Engineer (Ele),
Bengaluru Central City Corporation

SECTION 2: INSTRUCTIONS TO TENDERERS (ITT)

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A. General

1. Scope of Tender

1.1 The **Executive Engineer (Ele), BCCC, Bengaluru** (Referred to as Employer in these documents) invites tenders following Two Cover tender procedure, from eligible Tenderers, for the work of **Providing Ornamental and Architectural Facade lighting to Government Major/Multi storey Buildings of Bengaluru under BRAND BENGALURU-VIBRANT BENGALURU in BCCC limits..** (as defined in these documents and referred to as "the works").

2. Eligible Tenderers

2.1 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the government of Karnataka **[self-declaration shall be submitted in format 4(E) of Section-4].**

2.2 Tenders from Joint ventures are not acceptable.

3. Qualification of the Tenderer:

3.1 All Tenderers shall provide the requested information accurately and in sufficient detail in Section 3: Qualification information.

3.2 To qualify for award of this contract, each Tenderer in its name should have in the last five financial years i.e **(2021-22 to 2025-26).**

<table>
<tr><th>Clause No.</th><th>Eligibility Criteria</th><th>Supporting documents to be submitted</th></tr>
<tr><td>(a)</td><td>Achieved in at least two financial years a minimum financial turnover in Electrical works of Rs. 600.79 lakhs [Updated to the FY in which the tenders are invited. Financial turnover of previous years shall be given a weight of 10% per year to bring them to the price level of the FY in which the tenders are invited].</td><td>Financial Turnover certificate from 2021-22 to 2025-26 certified by Charted Accountant.</td></tr>
<tr><td>(b)</td><td>Satisfactorily completed as a prime contractor for at least one similar work such as dynamic RGBW façade lighting works executed for Monuments/buildings/bridges/temples/gardens in the central government departments or state government departments or Public Sector Unit [PSU] to an extent of Rs. 300.40 lakhs as a single work [Updated to the FY in which the tenders are invited. The value of the completed works shall be given a weight of 10% per year to bring them to the price level of the FY in which the tenders are invited, the works completed in the current financial year may also be considered for qualification]. To support their technical capabilities, the contractor shall enclose photographs taken at site of the project (Minimum photographs-10 no’s for each sites)</td><td>Work done certificate issued by not below the rank of the Executive Engineer.</td></tr>
<tr><td>(c)</td><td>Executed in any one year, in the state government departments or central government departments or Public Sector Unit [PSU] the following minimum quantities of work:
<table>
<tr><th>Sl. No.</th><th>Name of Light Fixture</th><th>Quantity</th></tr>
<tr><td>1</td><td>Multi Colour/ Mono Colour LED Flood Wash Light /LED Linear wall washer/ LED Strip Light</td><td>556 Nos.</td></tr>
<tr><td>2</td><td>DMX controller</td><td>2 No.</td></tr>
<tr><td>3</td><td>SITC of DMX/Power Cable</td><td>3240 Mtr</td></tr>
</table></td><td>Work done certificate issued by not below the rank of the Executive Engineer.</td></tr>
</table>

(d)	The **Tenderer** should possess required valid **Electrical license issued by Chief Electrical Inspectorate.**	Copy of valid Electrical license issued by Chief Electrical Inspectorate.
(e)	The **Tenderer** should not have blacklisted by GOI/GOK/ any other undertakings.	Self-Declaration affidavit attested by the Notary in the format mentioned in **Format 4(E) of Section-4.**
(f)	The **Tenderer** should have valid registrations certificate of the following from the appropriate Govt. agencies. A – GST B – PAN Registration	Copies of valid relevant central/state Government Registration Certificates to be enclosed under each of the items mentioned from A & B.
(g)	The tenderer should possess LED Luminaries OEM Authorization letter for participation in tender. **Not applicable if OEM participates in tender.**	OEM Authorization letter shall be submitted as per **Format 4(G) of Section-4.**
(h)	The **Tenderer's identified OEM of LED Luminaries** should	
	1. Incorporated in India for at least 7 years.	Certificate of Incorporation OR Registration Certificate.
	2. Have their own manufacturing facility in their name in India.[Tender Inviting Authority may visit the factory for verification]	Registration Certificate of Factory
	3. Average turnover of 6000 Lakhs in last 3 financial years.	Charted Accountant audited turn over certificates or provisional certificates.
	4. ISO certificate for Environmental Management System.	ISO 14001:2015 certificate
	5. ISO certificate for Occupational Health & Safety Management System	ISO 45001:2018 certificate
	6. ISO certificate for Quality Management System.	ISO 9001:2015 certificate
	7. ISO certificate for Energy Management System	ISO 50001:2018 certificate
	8. Bureau of Indian Standards (BIS), National Organization, which ensures that all LED products meet Indian Standards for safety, quality, performance & reliability (**for standard light fixture**).	BIS Certificates.
	9. CE (Conformite Europeenne), a regulatory standard where the products are assessed by the manufacturer & deemed to meet EU safety, health and environmental protection requirements **(for standard light fixture)..**	CE Certificates.
	10. RoHS (Restriction of Hazardous Substances), which restricts the use of 10 hazardous materials found in electrical & electronic products, their components & consumables not exceeding maximum concentration value as per standard (**for standard light fixture**).	RoHS certification from United Kingdom Accreditation Service (UKAS)or IEC body or the International Accreditation Forum (IAF).
	11. Standard Light fixtures should have **LM80** – Standard method of testing which measures the lumen depreciation or colors shift in LED modules or chips at certain conditions over a period of time.	Test certificates from NABL accredited laboratories.
	12. Standard Light fixtures should have **LM79** – It is the approved testing method by illuminating Engineering Society North America (IESNA) which measures electrical & optical characteristics of solid-state lighting products.	Test certificates from NABL accredited laboratories.
	13. Declaration to be furnished ensuring embossed logo of the OEM on the luminaire body to prove genuine brand.	Notarized Affidavit by the OEM of LED Luminaries shall be submitted **Format 4(H) of Section-4.**

Note:

1. Tenderer means Original Equipment Manufacturer (OEM) of LED Luminaries or his authorized supplier (shall possess LED Luminaries OEM Authorization letter – **Format 4(G) of Section 4.**

2. Authorized supplier means- supplier who possess the OEM authorization letter from the Original Equipment Manufacturer (OEM of LED Luminaries) for participation in subject tender.

3.3 Each Tenderer should further demonstrate:

Sl. No.	Eligibility Criteria	Supporting documents to be submitted
(a)	The **tenderer's identified OEM of LED Luminaries** should possess all the necessary equipments for the manufacturing of luminaires in his own factory and also must have in house photometry lab and Own R&D facility for testing of luminaires.	The **OEM of LED Luminaries** should furnish the details of all the equipments and instruments maintained in the factory and laboratory to demonstrate the capacity to manufacture LED luminaires.
(b)	The Tenderer shall furnish the latest letter of credit certificate / Bank overdraft eligibility certificate issued by any Nationalized/ Scheduled Bank for **Rs. 180.25 lakhs**	Latest letter of credit Certificate issued by Nationalized / Scheduled bank specifically for this tender, obtained before the last date for submission of the bid.

3.4 To qualify for a package of contracts made up of this and other contracts for which tenders are invited in this IFT, the Tenderer must demonstrate having experience and resources to meet the aggregate of the qualifying criteria for the individual contracts.

3.5 Sub-contractors' experience and resources shall not be taken into account in determining the Tenderer's compliance with the qualifying criteria except to the extent and stated in 3.2 (d) and (e) above.

3.6 Tenderers who meet the above specified minimum qualifying criteria, will only be qualified, if their available tender capacity is more than the total tender value. The available tender capacity will be calculated as under:

Assessed available tender capacity = (A*N*1.5-B)

Where,

A=Maximum value of lighting works executed in any one year during the last five years *(updated to 2026-27 price level)* taking into account the completed as well as works in progress.

N = Number of years prescribed for completion of the works for which tenders are invited= (6 months/12 months) = 0.5 years

B = Value, at 2026-27 price level, of existing commitments and on-going works to be completed during the next one year.

Note:

1. *The statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Employer in charge, not below the rank of an Executive Engineer or. Chartered Accountant.*

2. *Financial Turnover and work done values of previous years (2021-22 to 2025-26) will be given a weight age of10% per year to bring them to the price level of the financial Year 2026-27*

3.7 Even though the Tenderers meet the above criteria, they are subject to be disqualified if they have:

- made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or

- record of poor performance such as abandoning the works, not properly completing the contract, in ordinate delays in completion, litigation history, or financial failures etc. ;and/or
- Participated in the previous Tender for the same work and had quoted unreasonably high tender prices and could not furnish rational justification.

4. **Cost of Tendering:**

4.1 The tenderer shall bear all costs associated with the preparation and submission of his tender, and the Employer will in no case be responsible and liable for those costs.

5. **Pre-tender Site visit and Functional Mock-up Demo.**

5.1 The intending bidders shall necessarily visit and inspect the site before submission of the tender and shall familiarize themselves with the existing site conditions, architectural features, accessibility, electrical infrastructure, mounting feasibility, cable routing requirements, controller locations, maintenance access, and all other factors affecting execution of the work

5.2 The site visit shall be carried out in coordination with the Engineer-in-Charge or his authorized representative during working hours on any working day prior to submission of the bid.

5.3 Submission of the tender shall be deemed to constitute confirmation that the bidder has:

I. lnspected the site thoroughly,
II. Understood the scope and nature of the work,
III. Assessed all practical and technical constraints,
IV. Verified dimensions and field conditions, and taken into account all local conditions and requirements while quoting the rates.

5.4 No claim whatsoever on account of lack of site knowledge, misunderstanding of site conditions, difficulties in installation, access limitations, additional quantities, coordination issues, or unforeseen site constraints shall be entertained after submission of the tender.

5.5 The bidder shall, along with the Technical Bid, submit a duly signed **Site Visit Certificate** in the prescribed format, **as per Clause 1.15 of Section 3** enclosed herewith, confirming that the site inspection has been completed.

5.6 The bidder shall, after technical qualification and before opening of the financial bid arrange or demonstrate a functional mock-up of the proposed Dynamic RGB Lighting System.

5.7 The mock-up shall demonstrate the following minimum features:

I. RGB / RGBW color rendering capability.
II. Dynamic color-changing effects and programmable scenes.
III. DMX/RDM proposed control protocol functionality.
IV. Synchronization and grouping of luminaires.
V. Dimming performance and smooth transition effects.
VI. Uniformity of illumination and glare control.
VII. Software/app-based control and scheduling functions.
VIII. Demonstration of IP protection, fixture quality, and mounting arrangement.

5.8 The mock-up shall consist of minimum 10 number of fixtures of the proposed make and model, actual controller, driver, software, and accessories proposed in the bid. Sample installation on a representative surface/building portion as directed by the Engineer-in-Charge of the work.

5.9 All expenses related to transportation, installation, programming, operation, testing, dismantling, manpower, and allied arrangements for the mock-up demonstration shall be borne entirely by the bidder, and no separate payment shall be made by the Department.

5.10 The demonstration shall be arranged by the bidder at Site location specified by the Department. The mock-up will be evaluated by the Department/Technical Evaluation Committee on the basis of:

I. Visual performance and aesthetics.
II. Functional compliance with tender specifications.
III. Ease of control and programmability.
IV. Illumination uniformity and color consistency.
V. Quality of fixtures and accessories.
VI. Overall suitability for the project requirements.

5.11 The decision of the Engineer-in-Charge/Technical Evaluation Committee regarding acceptability of the mock-up shall be final and binding on the bidder.

5.12 Failure to arrange the mock-up demonstration within the stipulated time, or failure of the proposed system to meet the tender requirements during demonstration, may render the bid technically non-responsive and liable for rejection.

5.13 The approved mock-up shall form the reference standard for execution of the actual work. Any deviation during execution shall require prior approval of the Engineer-in-Charge.

5.14 "Only the makes/models successfully demonstrated and approved during the functional mock-up shall be permitted for supply and installation during execution."

B. Tender documents

6. Content of Tender documents

6.1 The set of tender documents shall have all the Sections given in Page 2:

7. Clarification of Tender Documents

7.1 A prospective tenderer requiring any clarification of the tender documents may **raise queries in the Karnataka Public Procurement portal with the last date and time notified therein.** The Employer will respond to any request for clarification which he receives in the **Karnataka Public Procurement portal within the stipulated time**. Copies of the Employer's response will be **available** to all purchasers of the tender documents, including a description of the enquiry but without identifying its source.

7.2 **Pre-tender meeting:**

7.2.1 The tenderer or his authorized representative is invited to attend a pre-tender meeting which will take place at **Office of Executive Engineer(Ele), 16thfloor, PUB, M G Road, Bengaluru-560075.**

7.2.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage

7.2.3 The tenderer is requested to submit any questions in writing or by cable to reach the Employer **not later than one week before the meeting**.

7.2.4 Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be transmitted without delay to all purchasers of the tender documents. Any modification of the tender documents listed in Sub-Clause 7.1 which may become necessary as a result of the pre-tender meeting shall be made by the Employer exclusively through the issue of an **Addendum pursuant to Clause 9** and not through the minutes of the pre-tender meeting.

7.2.5 Non-attendance at the pre-tender meeting will not be a cause for disqualification of a tenderer.

8. **Amendment of Tender documents**

8.1 Before the deadline for submission of tenders, the Employer may modify the tender documents by issuing addendum.

8.2 Any addendum thus issued shall be part of the tender documents and shall be **notified in the Karnataka Public Procurement portal.**

8.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Employer shall extend as necessary the deadline for submission of tenders, in accordance with **Sub-Clause 16.2** below.

C. Preparation of Tenders

9. **Documents comprising the Tender**

9.1 The tender submitted by the Tenderer shall be in two covers and shall contain the documents as follows:

9.1.1 **First Electronic Document:**

(a) Earnest Money Deposit; **online payment through Karnataka Public Procurement Portal platform. i.e**

Rs. **9.02 Lakhs** (Rs. Nine Lakh and Two thousand only)
(Rs. **1.00 Lakhs** (Rs. One Lakh only) shall be paid through online Payment in KPP Portal and remaining Rs. **8.02 Lakhs** (Rs. Eight lakh and Two Thousand only) shall be paid through **Bank Guarantee)**
The Bidder shall Submit the EMD Part BG on or before the submission of tender.

(b) Qualification Information as per formats given in Section 3 and to comply the task created in e-Procurement portal and documents required from the tenderer.

9.1.2 **Second Electronic Document:**

(a) The Tender (in the format indicated in Section 4)

(b) Priced Bill of Quantities (Section 9); **online through Karnataka Public Procurement Portal, no hard copy of the priced bill of quantities should be attached or disclosed** and any other materials required to be completed and submitted by Tenderers in accordance with these instructions. The documents listed under Sections 3, 4, 6 and 9 shall be filled in without exception.

9.2 Tenderers submitting tenders together with other contracts stated in the IFT to form a package will so indicate in the tender together with any discounts offered for the award of more than one contract.

10. **Tender prices**

10.1 The contract shall be for the whole works as described in Sub-Clause 1.1, based on the priced Bill of Quantities submitted by the Tenderer.

10.2 The Tenderer shall fill in rates and prices and line item total (both in figures and words) for all items of the Works described in the Bill of Quantities along with total tender price (both in figures and words). **Items for which no rate or price is entered by the Tenderer will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities**. Corrections, if any, shall be made by crossing out, initialing, dating and rewriting.

10.3 **All duties, taxes, and other levies payable by the contractor under the contract, or for any other cause, shall be included in the rates, prices and total Tender Price submitted by the Tenderer (Excluding GST).**

10.4 The rates and prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract in accordance with the provisions of Clause of the Conditions of Contract

11. **Tender validity**

11.1 Tenders shall remain valid for a period not less than **180 days** after the deadline date for tender submission specified in Clause 16. A tender valid for a shorter period shall be rejected by the Employer as non-responsive.

11.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the Tenderers may extend the period of validity for a specified additional period. The request and the Tenderers' responses shall be made in writing or by cable. A Tenderer may refuse the request without forfeiting his earnest money deposit. A Tenderer agreeing to the request will not be required or permitted to modify his tender, but will be required to extend the validity of his earnest money deposit for a period of the extension, and in compliance with Clause 13 in all respects.

12. **Earnest money deposit declaration:**

The Bidders are required to deposit, along with its Bid, an Earnest Money Deposit "(EMD)" of **Rs. 9.02 Lakhs** (**Rs. Nine Lakh and Two thousand only**). The Bidder must remit **Rs. 1.00 Lakhs (Rs. One Lakh only)** as part of the earnest money deposit along with the bid processing fees by way of **online payment through KPP portal.** Bidder must also upload a soft copy/scan copy of bank guarantee for **Rs. 8.02 Lakhs** (Rs. Eight lakh and Two Thousand only) valid up to **180 days** from the bid due date towards the balance amount of the earnest money deposit on the KPP Portal before the specified time of the bid due date. **Bidder must submit the hard copy of the Bank Guarantee to the Authority before the due date for opening of tender.**

12.1 Bids shall be accompanied by Tender Processing Fee, for an amount as mentioned in the **KPPP platform** and Bid Security (EMD) for an amount show in table of IFT as follows:

1) The Payment of the same shall be made through any of the following modes of e-Payment.
2) Credit Card/Debit Card.
3) Net Banking.
4) NEFT/RTGS.
5) Over-the-Counter (OTC).
6) IMPS.

NOTE:-

EMD payment at Karnataka public procurement portal is through. For further clarification, contact Karnataka public procurement portal**.**

For further details/clarification regarding mode of e-payment of EMD in KPPP platform, please contact KPPP, Government of Karnataka.

12.2 Instruments having fixed validity issued as earnest money deposit for the tender shall be valid for 45 days **beyond** the validity of the tender.

12.3 Any tender not accompanied by an acceptable earnest money deposit and not secured as indicated in Sub-Clauses 13.1 and 13.2 above shall be rejected by the Employer as non-responsive.

12.4 The earnest money deposit of unsuccessful Tenderers will be returned within 30 days of the end of the tender validity period specified in Sub-Clause 12.1.

12.5 The earnest money deposit of the successful Tenderer will be discharged when the Tenderer has signed the Agreement and furnished the required Performance Security.

12.6 The earnest money deposit may be forfeited:

(a) if the Tenderer withdraws the Tender after tender opening during the period of tender validity;

(b) if the Tenderer does not accept the correction of the Tender Price, pursuant to Clause 24; or

(c) in the case of a successful Tenderer, if the Tenderer fails within the specified time limit to

(i) sign the Agreement; or

(ii) furnish the required Security deposit.

13. **Format and signing of Tender**

13.1 The tenderer shall submit the bid electronically before the submission date and time published in Karnataka Public Procurement portal.

D. Submission of Tenders

14. **Sealing and marking of tenders**

14.1 Tenderer shall submit the Bid electronically before the submission date and time published.

15. **Deadline for submission of the Tenders**

15.1 Tenders must be submitted on line in the KPP portal by the tenderer before the notified date and time.

15.2 The Employer may extend the deadline for submission of tenders by issuing an amendment in accordance with **Clause 9**, in which case all rights and obligations of the Employer and the Tenderers previously subject to the original deadline will then be subject to the new deadline.

16. **Late Tenders**

16.1 In on line e-procurement system, tenderer will not able to submit the bid after the bid submission time and date as the icon or the task in the Karnataka Public Procurement portal will not available.

17. **Modification and Withdrawal of Tenders**

17.1 **Tenderer can modify and correct or upload any relevant document** in the portal till bid submission date and time as notified in the Karnataka Public Procurement portal.

17.2 The tenderer may withdraw his tender **before the notified last date and time** of submission of tender.

17.3 No Tender may be modified after the deadline for submission of Tenders.

17.4 Withdrawal or modification of a Tender between the deadline for submission of Tenders and the expiration of the original period of Tender validity specified in Clause 12.1 above or as extended pursuant to Clause 12.2 may result in the forfeiture of the earnest money deposit pursuant to Clause 13.

17.5 Tenderers may only offer discounts to, or otherwise modify the prices of their Tenders by submitting Tender modifications in accordance with this clause, or included in the original Tender submission.

E. Tender opening and evaluation

18. **Opening of First electronic document of all Tenders and evaluation to determine qualified Tenderers:**

18.1 The Employer will open the First Covers of all the Tenders received (except those received late or withdrawn), including modifications for First Cover made pursuant to Clause 18, **as stipulated in Karnataka Public Procurement portal** on the date and the place specified in Clause 16. In the event of the specified date of Tender opening being declared a holiday for the Employer, the Tenders will be opened at the appointed time and location on the next working day.

18.2 **In Karnataka Public Procurement portal**, **tenderer has the option of withdraw the tender by digitally signing to withdraw / cancel the bid, before the bid submission**.

18.3 The Employer will evaluate and determine whether each tender (a) meets the eligibility criteria defined in ITT **Clause 2**; (b) is accompanied by the required earnest money deposit as per stipulations in ITT Clause and (c) meets the minimum qualification criteria stipulated in ITT **Clause 3**. The Employer will draw out a list of qualified Tenderers.

19. **Opening of Second electronic document of qualified Tenderers and evaluation:**

19.1 The Employer will open the Second electronic document of Qualified Tenderers at the specified time and date. In the event of the specified date of Second electronic document opening being declared a holiday for the Employer, the Second electronic document will be opened at the same time and location on the next working day.

19.2 The Tenderers' names, the Tender prices, the total amount of each Tender, any discounts, Tender modifications and withdrawals, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. No Tender shall be rejected at Tender opening.

19.3 The Employer shall prepare minutes of the second electronic document Tender opening, including the information disclosed to those present in accordance with Sub-Clause 20.3.

20. **Process to be confidential**

20.1 Information relating to the examination, clarification, evaluation, and comparison of Tenders and recommendations for the award of a contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced. Any effort by a Tenderer to influence the Employer's processing of Tenders or award decisions may result in the rejection of his Tender.

21. **Clarification of Tenders**

21.1 To assist in the examination, evaluation, and comparison of Tenders, the Employer may, at his discretion, ask any Tenderer for clarification of his Tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Tender shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Tenders in accordance with Clause 24.

21.2 Subject to sub-clause 22.1, no Tenderer shall contact the Employer on any matter relating to its Tender from the time of the Tender opening to the time the contract is awarded. If the Tenderer wishes to bring additional information to the notice of the Employer, it should do so in writing.

21.3 Any effort by the Tenderer to influence the Employer in the Employer‘s Tender evaluation, Tender comparison or contract award decisions may result in the rejection of the Tenderers’ Tender.

22. **Examination of Tenders and determination of responsiveness**

22.1 Prior to the detailed evaluation of Tenders, the Employer will determine whether each Tender; (a) has been properly signed; and; (b) is substantially responsive to the requirements of the Tender documents.

22.2 A substantially responsive Tender is one which conforms to all the terms, conditions, and specifications of the Tender documents, without material deviation or reservation. A material deviation or reservation is one

22.3 which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Tender documents, the Employer's rights or the Tenderer's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.

22.4 If a Tender is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

23. **Correction of errors**

23.1 Tenders determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

(a) where there is a discrepancy between the rates in figures and in words, the lower of the two will govern; and

(b) where there is a discrepancy between the unit rate and the line item total resulting from multiplyingthe unit rate by the quantity, the unit rate as quoted will govern.

23.2 The amount stated in the Tender will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount the Tender will be rejected, and the earnest money deposit may be forfeited in accordance with Sub-Clause 13.6 (b).

24. **Evaluation and comparison of Tenders**

24.1 The Employer will evaluate and compare only the Tenders determined to be substantially responsive in accordance with Clause 23.

24.2 In evaluating the Tenders, the Employer will determine for each Tender the evaluated Tender Price byadjusting the Tender Price as follows:

(a) making any correction for errors pursuant to Clause 24; and

(b) making appropriate adjustments to reflect discounts or other price modifications offered inaccordance with Sub Clause 18.5.

24.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Tender documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Tender evaluation.

24.4 The estimated effect of the price adjustment conditions under Clause 41 of the Conditions of Contract, during the implementation of the Contract, will not be taken into account in tender Evaluation

24.5 If the tender of the successful tenderer is seriously unbalanced in relation to the Employer‘s estimate of the cost of the work to be performed under the contract, the Employer may require the Tenderer to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analysis, the Employer may require that the amount of the performance security set forth in **Clause 28** be increased at the expense of the successful Tenderer to a level sufficient to protect the Employer against financial loss in the event of default of the successful under the contract.

F. Award of Contract

25. **Award criteria**

25.1 Subject to Clause 27, the Employer will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tender documents and who has offered the lowest evaluated Tender Price, provided that such Tenderer has been determined to be (a) eligible in accordance with the provisions of Clause 2, and (b) qualified in accordance with the provisions of Clause 3.

26. **Employer's right to accept any Tender and to reject any or all Tenders**

26.1 Notwithstanding Clause 26, the Employer reserves the right to accept or reject any Tender, and to cancelthe Tender process and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Employer's action.

27. **Notification of award and signing of Agreement**

27.1 The Tenderer whose Tender has been accepted will be notified of the award by the Employer prior to expiration of the Tender validity period by cable, telex, e-mail or facsimile confirmed by registered letter. This letter (hereinafter and in the *Conditions of Contract* called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

27.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of Security deposit in accordance with the provisions of Clause 29.

27.3 The Agreement will incorporate all agreements between the Employer and the successful Tenderer. It will be kept ready for signature of the successful Tenderer in the office of Employer within 30 days following the notification of award along with the Letter of Acceptance. Within 20 days of receipt, the successful Tenderer will sign the Agreement and deliver it to the Employer.

27.4 Upon the furnishing by the successful Tenderer of the Performance Security, the Employer will promptly notify the other Tenderers that their Tenders have been unsuccessful.

28. **Security deposit**

28.1 Within 20 days of receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Employer a Security deposit in any of the forms given below for an amount equivalent to **5%** of the Contract price, **initially valid for 2 yrs 6 months.** Additional security(**Difference Cost**) for unbalanced tenders in accordance with Clause 24.5 of ITT and Clause 44 of the Conditions of Contract:

- FDR/BG/Pay Order in favor **The Executive Engineer (Ele) BCCC Bengaluru** . payable at **Bengaluru** or
- A bank guarantee in the form given in Section 10; or

28.2 If the security deposit is provided by the successful Tenderer in the form of a Bank Guarantee, it shall be issued either by a Nationalized/Scheduled bank.

28.3 The security deposit if furnished in cash or demand draft can, if requested, be converted to interest bearing securities at the cost of the contractor.

28.4 Failure of the successful Tenderer to comply with the requirements of Sub-Clause 29.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Earnest money deposit.

29. **Corrupt or Fraudulent practices**

29.1 The GOK requires that the Tenderers/Suppliers/Contractors, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, GOK:

29.2 will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

29.3 will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a GOK contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GOK contract.

29.4 Furthermore, Tenderers shall be aware of the provision stated in sub-clause 50.2 of the Conditions of Contract.

30. ***Death of Contractor***

In case of the death of a contractor after executing the agreement/commencement of the work, his legal heir, if an eligible registered contractor and willing, can execute and complete the work at the accepted tender rates irrespective of the cost of the work.

----------*0000*----------

SECTION 3: QUALIFICATION INFORMATION

The information to be filled in by the Tenderer hereunder will be used for purposes of computing Tender capacity as provided for in Clause 3 of the Instructions to Tenderers. This information will not be incorporated in the Contract.

<table>
<tr><th>Clause No.</th><th>Description</th><th>Documents shall to be submitted by tenderer</th></tr>
<tr><td>1.1</td><td>a) Constitution or legal status of Tenderer
b) Place of Registration
c) Principal place of business</td><td>(A). GST
(B). PAN Registration</td></tr>
<tr><td>1.2</td><td>Total value of lighting works executed and payments received in the last five years (in Rs. Lakhs) upload certificate by Chartered Accountant</td><td><table><tr><td>2021-22</td><td></td></tr><tr><td>2022-23</td><td></td></tr><tr><td>2023-24</td><td></td></tr><tr><td>2024-25</td><td></td></tr><tr><td>2025-26</td><td></td></tr></table>Turnover certificates audited and certified balance sheet and profit/loss accounts for last five financial (2021-22 to 2025-26) years with a certificate of verification issued by the chartered accountant.
[As per Clause 3.2(a) of Section-2]</td></tr>
<tr><td>1.3</td><td colspan="2">Work performed as Prime Contractor (in the same name) on works of similar nature over during the five years specified in 1.2 above.
<table><tr><td>Project Name</td><td>Name of Employer</td><td>Description of work</td><td>Contract number</td><td>Value of contract Rs. lakhs</td><td>Date of Issue of work order</td><td>Specified period of completion</td><td>Actual date of completion</td><td>Remarks explaining reasons for delay in completion of work</td></tr><tr><td>1</td><td>2</td><td>3</td><td>4</td><td>5</td><td>6</td><td>7</td><td>8</td><td>9</td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td colspan="2">Seal & Signature of tenderer.</td></tr></table>[As per Clause 3.2(b) of Section-2]</td></tr>
<tr><td>1.4</td><td colspan="2">1.1 Quantities of work executed as prime contractor (in the same name) during the last five years specified in 1.2 above:
<table><tr><td>Year</td><td>Name of Work</td><td>Name of Employer</td><td>Quantity of work performed (As per Section 2 Qualification of the Tenderer Clause 3.2 (c)</td><td>Remarks (Indicate contract reference)</td></tr><tr><td></td><td></td><td></td><td>Multi Colour/ Mono Colour LED Flood Wash Light /LED Linear wall washer/ LED Strip Light</td><td></td></tr><tr><td></td><td></td><td></td><td>DMX controller</td><td></td></tr><tr><td></td><td></td><td></td><td>SITC of DMX/Power Cable</td><td></td></tr><tr><td>2021-22</td><td></td><td></td><td></td><td></td></tr><tr><td>2022-23</td><td></td><td></td><td></td><td></td></tr><tr><td>2023-24</td><td></td><td></td><td></td><td></td></tr><tr><td>2024-25</td><td></td><td></td><td></td><td>Seal & Signature of tenderer.</td></tr><tr><td>2025-26</td><td></td><td></td><td></td><td></td></tr></table>[As per Clause 3.2(c) of Section-2]</td></tr>
</table>

1.5 Information on works for which Tenders have been submitted and works which are yet to be completed as on the date of this Tender

(A) Existing commitments and on-going works:

Description of work	Place & State	Contract No. & Date	Name and Address of Employer	Value of contract (Rs. lakhs)	Stipulated period of completion	Value of works remaining to be complete (Rs. lakhs)	Anticipated dated of completion
1	2	3	4	5	6	7	8
					Seal & signature of tenderer		

[As per Clause 3.6 of Section-2]
Note: If there is no ongoing works, notarized self-declaration shall be submitted, otherwise tender is liable for rejection.

(B) Works for which Tenders already submitted:

Description of work	Place & State	Name and Address ofEmployer	Estimated value of works (Rs. lakhs)	Stipulated period of completion	Date whe ndecision is expected	Remarks if any
1	2	3	4	5	6	7
				Seal & signature of tenderer		

[As per Clause 3.6 of Section-2]
Note: If there are no tenders are submitted, notarized self-declaration shall be submitted, otherwise tender is liable for rejection.

1.6 The following items of equipment are considered essential for successfully carrying out the works. The tenderer should furnish all the information listed below:

(a)

Item of Equipment	Available Number/Capacity /Condition			Remarks
	Nos.	Capacity	Condition	
(as specified in clause 3.3 of Section-2)				

[As per Clause 3.3(a) of Section-2]

(b) The Tenderer shall furnish the latest letter of credit certificate / Bank overdraft eligibility certificate issued by any Nationalized/ Scheduled Bank for **Rs. 180.25 lakhs.** **[As per Clause 3.3(b) of Section-2]**	Latest letter of credit Certificate issued by Nationalized / Scheduled bank specifically for this tender, obtained before the last date for submission of the bid.

1.7 Reports on the financial standing of the tenderer, such as profit and loss statements and auditor‘s reports for the last five years.
[As per Clause 3.2(a) of Section-2]

1.8 Qualification and experience of the key technical and management personnel in permanent employment with the tenderer and those that are proposed to be deployed on this contract, if awarded **[Not applicable]**.

1.9 Name, address, telephone and e-mail of the Tenderers' bankers who may provide references if contacted by the Employer.
[As per Clause 3.3(b) of Section-2]

1.10 Evidence of access to financial resources to meet the qualification requirement specified in ITT Clause **3.3 (b):** Cash in hand, Letter of Credit etc. List them below and attach certificate from the Banker in the suggested format as under:

BANKER'S CERTIFICATE

This is to certify that M/s..... is a reputed company with a good financial standing. If the contract for this work, namely **Providing Ornamental and Architectural Facade lighting to Government Major/Multi storey Buildings of Bengaluru under BRAND BENGALURU-VIBRANT BENGALURU in BCCC limits.,** is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs /- to meet the working capital requirements for executing the above contract

Sd/-
Name of the Bank, Senior Bank Manager
Address:.....

1.11 Proposals for subcontracting components of works amounting to more than 20% of the contract price **[Not applicable]**.

Item of work	Value of sub contract	Identified Sub Contractor (Name and address)	Experience of similar work. (upload certificates from respective employers)
1	2	3	4

1.12 Information on litigations in which the Tenderer is involved:

Other Party (ies)	Employer	Details of dispute	Amount involved	Remarks showing present status
1	2	3	4	5

Note: If there are no litigations, a notarized self-declaration, as per format 4(F) under Section-04 shall be submitted. Otherwise the tender is liable for rejection.

1.13 The proposed methodology and program of construction, backed with equipment planning and deployment, duly supported with broad calculations and quality control procedures proposed to be adopted, justifying their capability of execution and completion of the work as per technical specifications within the stipulated period of completion as per milestones. **[Not applicable]**.

1.14 Details/Documents specified in **Section-2, Section-3, Section-4A, 4E, 4F, 4G, 4H, Section-9 and Section 10(B)** are to be uploaded in the Technical Bid.

1.15 PRE-TENDER SITE VISIT CONFIRMATION CERTIFICATE

1. **Name of Work :**

2. **Tender Notification No. & Date :**

3. **Name of Bidder / Firm :**

4. **Address of Bidder :**

5. **Name & Designation of Authorized Representative Visiting the Site :**

6. **Contact Number & E-mail ID :**

7. **Date & Time of Site Visit :**

8. **Location of Site Visited :**

9. **Details Observed During Site Visit :**

   a) Existing façade / media façade condition :

   b) Approximate quantity and type of luminaires / media fixtures :

   c) Existing electrical infrastructure, feeder arrangements, control panels, cabling routes, etc. :

   d) Accessibility for installation and maintenance :

   e) Any other observations relevant to execution of work :

10. **Declaration by the Bidder :**

Certified that we have visited and inspected the site and understood the scope, site conditions, accessibility, existing infrastructure, quantity assessment, execution constraints, safety requirements, and all other factors that may affect execution of the work for the "Facade Lighting / Media Facade Lighting" project.
We further confirm that no additional claims on account of lack of site knowledge or misunderstanding of site conditions shall be entertained at a later stage.

Signature of Bidder/Authorized Representative of Bidder
Name : _____
Designation : _____
Seal of the Firm
Date : _____

Certification by BCCC Official
Certified that the above representative of the bidder has visited the site in connection with the above work.
Signature of Concerned Officer
Name : _____
Designation : _____
Office Seal
Date : _____

SECTION 4

FORMS OF TENDER (4A)

LETTER OF ACEPTANCE (4B)

NOTICE TO PROCEED WITH THE WORK (4C)

AGREEMENT FORM (4D)

SELF DECLARATION OF THE TENDERER FOR NOT BLACKLISTING (4E)

SELF DECLARATION OF THE TENDERER ABOUT LITIGATION (4F)

OEM AUTHORIZATION LETTER (4G) - (NOT REQUIRED IF OEM OF LUMINARIES IS PARTICIPATING) AND

DECLARATION OF THE OEM (ORIGINAL EQUIPMENT MANUFACTURER) ABOUT EMBOSSED LOGO (4H)

INFORMATION ON BID CAPACITY OF TENDERER – 4(I)

FORM OF TENDER - 4(A)

[NOT TO BE UPLOADED IN THE TECHNICAL BID]

Description of work: Providing Ornamental and Architectural Facade lighting to Government Major/Multi storey Buildings of Bengaluru under BRAND BENGALURU-VIBRANT BENGALURU in BCCC limits.

To
The Executive Engineer,
Electrical Division
Bengaluru Central City Corporation,
Bengaluru-560001.

GENTLEMEN,

We offer to execute the Works described above in accordance with the Conditions of Contract accompanying this
*Tender for the Contract Price of*_____ *(in figures)* (_____) *[in letters]* (To be filled by the Tenderer, together with his particulars and date of submission at the bottom of the Form of Tender).

This Tender and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any Tender you receive.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely -Prevention of Corruption Act 1988 ||

We hereby confirm that this Tender complies with the Tender validity and Earnest money deposit required by theTender documents.

We attach herewith our current income-tax clearance certificate.

Yours faithfully,

Authorized Signature:
Name & Title of Signatory: _____

Name of Tenderer

Address: .....

LETTER OF ACCEPTANCE – 4(B)

(letterhead paper of the Employer)

_____[date]

To: _____[name and address of the Contractor]

Dear Sir,

This is to notify you that your Tender dated_____for execution of the work of **Providing Ornamental and Architectural Facade lighting to Government Major/Multi storey Buildings of Bengaluru under BRAND BENGALURU-VIBRANT BENGALURU in BCCC limits.,** for the Contract Price of Rupees _____ (_____) [amount in words and figures], as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by our Agency.

You are hereby requested to furnish Security deposit plus additional security for unbalanced tenders in terms of Clause 25.5 of ITT, in the form detailed in Clause 29.1 of ITT for an amount of Rs.————— within 20 days ofthe receipt of this letter of acceptance valid up to 30 days from the date of expiry of Defects Liability Period i.e. upto and sign the contract, failing which action as stated in Para 29.4 of ITT will be taken.

Yours faithfully,

Authorized Signature

Name and Title of Signatory

Name of Agency

ISSUE OF NOTICE TO PROCEED WITH THE WORK – 4(C)

(letterhead of the Employer)

To

————— (date)

————————————— (name and address of the Contractor)

_____

Dear Sir:

Pursuant to your furnishing the requisite security deposit as stipulated in ITT Clause 29.1 and signing of the contract agreement for the work of **Providing Ornamental and Architectural Facade lighting to Government Major/Multi storey Buildings of Bengaluru under BRAND BENGALURU-VIBRANT BENGALURU in BCCC limits..** a Tender Price of Rs.————, you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yours faithfully,

(Signature, name and title of signatory authorized to sign on behalf of Employer)

AGREEMENT FORM – 4(D)

(Stamp paper value as per Stamp and Duty Act)

Agreement

This agreement, made the _____day of _____20_____
between_____[name and address of Employer]
(hereinafter called "the Employer") of the one part and _____

_____[name and address of contractor]
(herein after called "the Contractor") of the other part.

Whereas the Employer is desirous that the Contractor execute _____

_____

[name and identification number of Contract] (hereinafter called "the Works") and the Employer has accepted the Tender by the Contractor for the execution and completion of such Works and the remedying of any defects therein at a contract price of Rupees.....

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
   i) Letter of Acceptance;
   ii) Notice to proceed with the works;
   iii) Contractor's Tender;
   iv) Contract Data;
   v) Conditions of contract (including Special Conditions of Contract);
   vi) Specifications;
   vii) Drawings;
   viii) Bill of Quantities; and
   ix) Any other document listed in the Contract Data as forming part of the contract.

In witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

The Common Seal of _____ was hereunto affixed in the presence of:
Signed, Sealed and Delivered by the said _____

_____

in the presence of:
Binding Signature of Employer _____ Binding Signature of Contractor _____

SELF DECLARATION OF TENDERER FOR NOT BLACKLISTED – 4(E)

(AFFIDAVIT ON A NON JUDICIAL STAMP PAPER OF VALUE AS PER STAMPS AND DUTY ACT)
(DULY NOTARIZED)

1. I/We hereby Contractor and declare that my/our Contractor/company M/s.....is not blacklisted/delisted or debarred or on Holiday list with any company of Private/Public Ltd. or Government Company/Govt. dept. from participating in the tender as on date.

2. I/We hereby Contractor and declare that my/our Contractor/company M/s..... has never been terminated/ foreclosed/ reduced/ rescinded with any company i.e. Private/Public Ltd. or Government Company/Govt. dept./ PSU etc.

3. I/We hereby Contractor and declare that my/our Contractor/company M/s..... has never been put on defaulter list by EPF/ESI/Service Tax/Labour Dept. etc.

4. I/We hereby Contractor and declare that my/our Contractor/company M/s..... is /are not involved in any illegal activity and/or has not been charge sheeted for any criminal act during last five years.

5. I/We further undertake that in case any of the facts sworn in as mentioned above and any particulars mentioned in our applications are found other-wise or incorrect or false at any stage, my/our Contractor/ company shall stand debarred from the present and future tenders of the BCCC shall be entitled to take all such actions as may be deemed fit under the provision of this Agreement as well as under the frame work of law including termination of contract, if awarded, without any claim for any compensation, damages, costs etc. whatsoever on account of such premature closure of the contract.

I/We know that to swear a false affidavit is a crime under the law and with such knowledge only I have swear this Affidavit.

(Signature of Authorized Signatory)

DEPONENT

Verified at ..... on.....that the contents of paras 1 to 5 of this affidavit are true and correct and no part of this is false and nothing material has been concealed or falsely stated therein.

Signature of Tenderer

DEPONENT

(Signature & Seal of Notary)

SELF DECLARATION OF TENDERER ABOUT LITIGATION – 4(F)

(AFFIDAVIT ON A NON JUDICIAL STAMP PAPER OF VALUE AS PER STAMPS AND DUTY ACT)
(DULY NOTARIZED)

1. I/We hereby Contractor and declare that my/our Contractor/company M/s.....is / are not involved in any litigations/disputes with earlier works awarded employers.

2. I/We further undertake that in case any of the facts sworn in as mentioned above and any particulars mentioned in our applications are found other-wise or incorrect or false at any stage, my/our Contractor/ company shall stand debarred from the present and future tenders of the BCCC shall be entitled to take all such actions as may be deemed fit under the provision of this Agreement as well as under the frame work of law including termination of contract, if awarded, without any claim for any compensation, damages, costs etc. whatsoever on account of such premature closure of the contract.

I/We know that to swear a false affidavit is crimes under the law and with such knowledge only I have swear this Affidavit.

(Signature of Authorized Signatory)

DEPONENT

Verified at ..... on.....that the contents of paras 1 to 5 of this affidavit are true and correct and no part of this is false and nothing material has been concealed or falsely stated therein.

Signature of Tenderer

DEPONENT

(Signature & Seal of Notary)

OEM Authorization Letter -4(G)

(On the OEM Company Letterhead)

Date

To Whomsoever It May Concern,

Subject: Authorization Letter for Tender Participation

We,.....***[OEM Company Name]**, located at.....***[OEM Company Address**], hereby authorize ***[Sole Tenderer/Authorized Supplier/Authorized Dealer]***, to act on our behalf in participating in the tender process for **Providing Ornamental and Architectural Facade lighting to Government Major/Multi storey Buildings of Bengaluru under BRAND BENGALURU-VIBRANT BENGALURU in BCCC limits.,** issued by BENGALURU CENTAL CITY CORPORATION.

This authorization includes, but is not limited to, the submission of necessary documents, proposals, and any inquiries related to the tender. We confirm that"[Sole Tenderer/Authorized Supplier/Authorized Dealer)* is authorized to represent our products and services, use our product credentials in this tender process. We agree to supply our LED Luminaries/ fixtures and extend our complete Technical support and services to him.

Details of the Tender:

Tender Title:_____
Tender Indent No:_____
Tender Issuer:_____
Submission Deadline:_____

This letter is valid until the conclusion of the tender process or until further notice from our company.

Should you require any additional information or confirmation, please do not hesitate to contact us at,

OEM Contact Person Name:
OEM Contact Person Position:
Office Address & Contact Number:
Email Address:

Thank you for your attention to this matter.

Sincerely,

OEM's Authorized Signature

DECLARATION OF THE OEM ABOUT EMBOSSED LOGO – 4(H)

(AFFIDAVIT ON A NON JUDICIAL STAMP PAPER OF VALUE AS PER STAMPS & DUTY)

(DULY NOTARIZED)

1. I/We hereby OEM of LED luminaries / authorized sub contractor of OEM declare that my/our company M/s..... / OEM company M/s..... has the standard logo embossed on the luminaries body.
2. I/We further undertake that in case any of the facts sworn in as mentioned above and any particulars mentioned in our applications are found other-wise or incorrect or false at any stage, my/our Contractor/ company shall stand debarred from the present and future tenders of the BCCC shall be entitled to take all such actions as may be deemed fit under the provision of this Agreement as well as under the frame work of law including termination of contract, if awarded, without any claim for any compensation, damages, costs etc. whatsoever on account of such premature closure of the contract.

I/We know that to swear a false affidavit is a crime under the law and with such knowledge only I have swear this Affidavit.

(Signature of Authorized Signatory)

DEPONENT

Verified at ..... on.....that the contents of paras 1 to 2 of this affidavit are true and correct and no part of this is false and nothing material has been concealed or falsely stated therein.

Signature of Tenderer

DEPONENT

Y643

(Signature & Seal of Notary)

INFORMATION ON BID CAPACITY OF TENDERER – 4(I)

Bid Capacity Calculation by tenderer as per clause 3.6 Section-2.
Sign & Stamp of Tenderer

SECTION 5: CONDITIONS OF CONTRACT

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Conditions of Contract

A. General

1. Definitions

1.1 Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their defined meanings. Bold letters are used to identify defined terms.

Bill of Quantities means the priced and completed Bill of Quantities forming part of the Tender.
Compensation events are those defined in Clause 38 hereunder.
The **Completion Date** is the date of completion of the Works as certified by the Employer in accordance with Sub Clause 46.1.
The **Contract** is the contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in Clause 2.2 below.
The **Contract Data** defines the documents and other information which comprise the Contract.
The **Contractor** is a person or corporate body whose Tender to carry out the Works has been accepted by the Employer.
The **Contractor's Tender** is the completed Tender document submitted by the Contractor to the Employer. The **Contract price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.
Days are calendar days; **months** are calendar months.
A **Defect** is any part of the Works not completed in accordance with the Contract.
The **Defects liability period** is the period named in the Contract Data and calculated from the Completion Date.
The **Employer** is the party who will employ the Contractor to carry out the Works.
Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.
The **Initial Contract price** is the Contract Price listed in the Employer's Letter of Acceptance.
The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Employer by issuing an extension of time.
Materials are all supplies, including consumables, used by the contractor for incorporation in the Works. **Plant** is any integral part of the Works which is to have a mechanical, electrical, electronic or chemical or biological function.
The **Site** is the area defined as such in the Contract Data.
Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Employer.
The **Start Date** is given in the Contract Data. It is the date when the Contractor shall commence execution of the works. It does not necessarily coincide with any of the Site Possession Dates.
A **Subcontractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract which includes work on the Site.
A **Variation** is an instruction given by the Employer which varies the Works.
The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the Contract Data.

2. Interpretation

2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Employer will provide instructions clarifying queries about the Conditions of Contract.

2.2 The documents forming the Contract shall be interpreted in the following order of priority:

a. Agreement

b. Letter of Acceptance, notice to proceed with the works
c. Contractor's Tender
d. Contract Data
e. Conditions of Contract
f. Specifications
g. Drawings
h. Bill of quantities and
i. any other document listed in the Contract Data as forming part of the Contract.

3. Law governing contract

3.1 The law governing the Contract is the Laws of India supplanted by the Karnataka Local Acts.

4. Employer's decisions

4.1 Except where otherwise specifically stated, the Employer will decide contractual matters between the Employer and the Contractor.

5. Delegation

5.1 The Employer may delegate any of his duties and responsibilities to other people after notifying the Contractor and may cancel any delegation after notifying the Contractor.

6. Communications

6.1 Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

7. Subcontracting

7.1 Deleted

8. Other Contractors

8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer.

9. Personnel

9.1 The Contractor shall employ the technical personnel (of number and qualifications) as may be stipulated by GOK from time to time during the execution of the work. The technical staff so employed shall be available at site as may be stipulated by the Employer.

9.2 If the Employer asks the Contractor to remove a person who is a member of the Contractor's staff or his work force stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

10. Employer's and Contractor's risks

10.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

11. Employer's risks

11.1 The Employer is responsible for the excepted risks which are:

(a) rebellion, riot commotion or disorder unless solely restricted to employees of the Contractor or his Sub-
Contractors arising from the conduct of the Works; or

(b) a cause due solely to the design of the Works, other than the Contractor's design; or

(c) any operation of the forces of nature (in so far as it occurs on the Site) which an experienced contractor:

(i) could not have reasonably foreseen; or
(ii) could reasonably have foreseen, but against which he could not reasonably have taken at leastone of the following measures;
(A) prevent loss or damage to physical property from occurring by taking appropriatemeasures or
(B) insure against such loss or damage

12. Contractor's risks

12.1 All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of theContractor.

13. Insurance:

13.1 The Contractor shall prior to commencing the works, effect and thereafter maintain insurances , in the joint names of the Employer and the Contractor, (cover from the first working day after the Start Date to the end of Defects Liability Period), in the amounts stated in the Contract Data :
(a) for loss of or damage to the Works, Plants and Materials and the Contractor's equipment;
(b) for liability of both Parties for loss, damage, death and injury to third parties or their property arising out of the Contractor's performance of the Contract including the Contractor's liability for damage to the Employer's property other than the Works and
(c) for liability of both Parties and of any Employer's representative for death and injury to the Contractor's personnel except to the extent that liability arises from the negligence of the Employer, any Employer's representative or their Employees.

13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Employer for his approval before the Start Date. All such insurance shall provide for compensation to be payable to rectify the loss or damage incurred. All payments received from insurers relating to loss or damage shall be held jointly by the Parties and used for the repair of the loss or damage or as compensation for loss or damage that is not tobe repaired.

13.3 If the Contractor fails to effect or keep in force any of the insurances referred to in the previous sub-clauses or fails to provide satisfactory evidence, policies or receipts, the Employer may without prejudice to any other right or remedy, effect insurance for the cover relevant to such default and pay the premiums due and recover the same as a deduction from any other monies due to the Contractor. If no payments are due, the payment of the premiums shall be a debt due.

13.4 Alterations to the terms of insurance shall not be made without the approval of the Employer.

13.5 Both Parties shall comply with any conditions of the insurance policies.

14. Site Investigation Reports:

14.1 The Contractor, in preparing the tender, shall rely on any site investigation reports referred to in the Contract data, supplemented by any information available to the Tenderer.

15. Queries about the Contract Data

15.1 The Employer will clarify queries on the Contract Data.

16. Contractor to construct the Works

16.1 The Contractor shall construct the Works in accordance with the Specification and Drawings.

17. The Works to be completed by the Intended Completion Date

17.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the program submitted by the Contractor, as updated with the approval of the Employer, and complete them by the Intended Completion Date.

18. Approval by the Employer:

18.1 The Contractor shall submit Specification and drawings showing the proposed Temporary Works to the Employer, who is to approve them if they comply with the Specifications and Drawings.
18.2 The Contractor shall be responsible for the design of Temporary Works
18.3 The Employer‘s approval shall not alter the Contractor‘s responsibility for design of the Temporary Works.
18.4 The Contractor shall obtain approval of third parties to the design of third parties to the design of thetemporary Works where required.
18.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, aresubject to prior approval by the Employer before their use.

19. Safety

19.1 The Contractor shall be responsible for the safety of all activities on the Site.

20. Discoveries

20.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Employer. The Contractor is to notify the Employer of such discoveries and carry out the Employer's instructions for dealing with them.

21. Possession of the Site

21.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the Contract Data the Employer is deemed to have delayed the start of the relevant activities and this will be Compensation Event.

22. Access to the Site

22.1 The Contractor shall allow the Employer and any person authorized by the Employer access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured / fabricated / assembled for the works.

23. Instructions

23.1 The Contractor shall carry out all instructions of the Employer which comply with the applicable laws where the Site is located.

24. Procedure for resolution of Disputes:

24.1 If the Contractor is not satisfied with the decision taken by the Employer, the dispute shall be referred by either party to Arbitration within 30 days of the notification of the Employer‘s decision.
24.2 If neither party refers the dispute to Arbitration within the above 30 days, the Employer‘s decision will befinal and binding.
24.3 The Arbitration shall be conducted in accordance with the arbitration procedure stated in the SpecialConditions of Contract.

B. Time Control

25. Program

25.1 Within the time stated in the Contract Data the Contractor shall submit to the Employer for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works.
25.2 The Employer's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Employer again at any time. A revised Program is to show the effect of Variations and Compensation Events.

26. Extension of the Intended Completion Date

26.1 The Employer shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date.

26.2 The Employer shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Employer for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information.

27. Delays ordered by the Employer

27.1 The Employer may instruct the Contractor to delay the start or progress of any activity within the Works.

28. Management meetings

28.1 The Employer may require the Contractor to attend a management meeting. The business of a management meeting shall be to review the progress achieved and the plans for remaining work.

28.2 The responsibility of the parties for actions to be taken is to be decided by the Employer either at the management meeting or after the management meeting and stated in writing to be distributed to all who attended the meeting.

C. Quality Control

29. Identifying defects

29.1 The Employer shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Employer may instruct the Contractor to search for a Defect and to uncover and test any work that the Employer considers may have a Defect

30. Tests

30.1 If the Employer instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect the test shall be a Compensation Event.

31. Correction of defects

31.1 The Employer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

31.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Employer‘s notice.

32. Uncorrected defects

32.1 If the Contractor has not corrected a Defect within the time specified in the Employer‘s notice, the Employer will assess the cost of having the Defect corrected, and the Contractor will pay this amount.

D. Cost Control

33. Bill of Quantities (BOQ)

33.1 The BOQ shall contain items for the Supplying, installation, testing, and commissioning work to be done by the Contractor.

33.2 The BOQ is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the BOQ for each item

34. Variations

34.1 The Employer shall have power to order the Contractor to do any or all of the following as considered necessary or advisable during the progress of the work by him

(a) Increase or decrease of any item of work included in the Bill of Quantities (BOQ);
(b) Omit any item of work;
(c) Change the character or quality or kind of any item of work;
(d) Change the levels, lines, positions and dimensions of any part of the work;
(e) Execute additional items of work of any kind necessary for the completion of the works; and
(f) Change in any specified sequence, methods or timing of construction of any part of the work.

34.2 The Contractor shall be bound to carry out the work in accordance with any instructions in this connection, which may be given to him in writing by the Employer and such alteration shall not vitiate or invalidate the contract.

34.3 Variations shall not be made by the Contractor without an order in writing by the Employer, provided that no order in writing shall be required for increase or decrease in the quantity of an item appearing in the BOQ so long as the work executed conforms to the approved drawings.

34.4 The Contractor shall promptly request in writing the Employer to confirm verbal orders and the officer issuing oral instructions shall confirm it in writing within 30 days, failing which the work shall be carried out as through there is no variation. In case variation is approved, it shall be accompanied by BOQ, failing which the contractor shall be responsible for deviation if any. Further approval of the Authority has to be obtained for the variation exceeding 5%. (As per G.O FD 4 PCL 2008 dated 14/10/2008).

35. Payments for Variations

35.1 Payment for increase in the quantities of an item in the BOQ up to 25% of that provided in the Bill of Quantities shall be made at the rates quoted by the Contractor.

35.2 For quantities in excess of 125% of the tendered quantity of an item as given in the BOQ, the Contractor shall be paid at the rate entered in or derived from in the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract.

35.3 If there is no rate for the additional, substituted or altered item of the work in the BOQ, efforts would be made to derive the rates from those given in the BOQ or the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) and if found feasible the payment would be made at the derived rate for the item plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract.

35.4 If the rates for additional, substituted or altered item of work cannot be determined either as at 35.1 or 35.2 or 35.3 above, the Contractor shall be requested to submit his quotation for the items supported by analysis of the rate or rates claimed, within 7 days.

35.5 If the Contractor's quotation is determined unreasonable, the Employer may order the Variation and make a change to the Contract Price which shall be based on Employer‘s own forecast of the effects of the Variation on the Contractor's costs.

35.6 If the Employer decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.

35.7 Under no circumstances the Contractor shall suspend the work on the plea of non-settlement of rates for items falling under this Clause.

36. Submission of bills for payment

36.1 The Contractor shall submit to the Employer monthly bills of the value of the work completed less the cumulative amount paid previously.

36.2 The Employer shall check the Contractor's bill and determine the value of the work executed which shall comprise of (i) value of the quantities of the items in the BOQ completed and (ii) valuation of Variations and Compensation Events.

36.3 The Employer may exclude any item paid in a previous bill or reduce the proportion of any item previouslypaid in the light of later information.

37. Payments

37.1 Payments shall be adjusted for deductions for advance payments, other recoveries in terms of the contract and taxes, at source, as applicable under the law. The Employer shall pay the Contractor as per the Bill Seniority of the BCCC. *The contractor shall be liable to pay liquidated damages for short fall in progress. For progress beyond the agreed programme, payment is subject to availability of the grants.*

37.2 Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

38. Compensation events

38.1 The following are Compensation events unless they are caused by the Contractor:

(a) The Employer does not give access to a part of the Site by the Site Possession Date stated inthe Contract Data.

(b) The Employer orders a delay or does not issue drawings, specifications or instructions requiredfor execution of works on time.

(c) The Employer instructs the Contractor to uncover or to carry out additional tests upon workwhich is then found to have no Defects.

(d) The Employer gives an instruction for dealing with an unforeseen condition, caused by theEmployer, or additional work required for safety or other reasons.

(e) The effect on the Contractor of any of the Employer‘s Risks.

(f) The Employer unreasonably delays issuing a Certificate of Completion.

(g) Other Compensation Events listed in the Contract Data or mentioned in the Contract.

38.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date is extended. The Employer shall decide whether and by how much the Contract Price shall be increased andwhether and by how much the Intended Completion Date shall be extended.

38.3 As soon as information demonstrating the effect of each Compensation event upon the Contractor's forecast cost has been provided by the Contractor, it is to be assessed by the Employer and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Employer shall adjust the Contract Price based on Employer‘s own forecast. The Employer will assume that the Contractor will react competently and promptly to the event.

38.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests areadversely affected by the Contractor not having given early warning or not having cooperated with the Employer.

39. Tax

39.1 The rates quoted by the Contractor shall be deemed to be **Exclusive of all taxes** that the Contractor will haveto pay for the performance of this Contract **(Excluding GST)**. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.

40. Price Adjustment: (Deleted) (quoted price includes all)

40.1 Contract price shall be adjusted for increase or decrease in rates and prices of labour, materials, fuels and lubricants in accordance with the following principles and procedures and as per formulae given in the Contract Data.[4]

(a) The price Adjustment shall apply for the work done from the date of commencement up to the end of original period of completion or extensions granted by the Employer and shall not apply to work carried out beyond the

stipulated period of completion for reasons attributable to the Contractor;

(b) Price Adjustment shall be admissible from the date of opening of tenders (original or extended)

(c) The price adjustment shall be determined during each quarter from the formulae given in Contract Data.

(d) Following expressions and meanings are assigned to the work done during the quarter:

R = Total value of work done during the quarter. It will **exclude** value for works executed under variations for which price adjustment (if any) will be worked out separately based on the terms mutually agreed.

40.2 To the extent that full compensation for any rise or fall in costs to the contractor is not covered by the provisions of this or other Clauses in the Contract, the unit rates included in the contract shall be deemed to include amounts to cover the contingency of such other rise or fall in costs.

41. Liquidated damages

41.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the Contract Data for each day that the Completion Date is later than the Intended Completion Date (for the whole of the works or the milestone as stated in the Contract Data). The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities.

41.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment of bill.

42. Advance Payments (Not applicable)

42.1 The Employer shall make payment to the Contractor of the amounts stated in the Contract Data by the date stated in the Contract Data, against provision by the Contractor of an unconditional bank guarantee in a form acceptable to the Employer issued by a Nationalized/Scheduled Bank in amounts equal to the advance payment. The guarantee shall remain effective until the advance payment has been repaid, but the amount of the guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest will not be charged on the advance payment-**Not applicable**

42.2 The Contractor is to use the advance payment only to pay for Mobilization expenses required specifically for execution of the Works. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Employer.-**Not applicable.**

42.3 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuation of the work done, variations, price adjustments, compensation events or liquidated damages.-**Not applicable.**

43. Securities:

43.1 The Security deposit (including additional security for unbalanced tenders) shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and type of instrument acceptable to the Employer. The Security deposit shall be valid until a date 30 days from the date of expiry of Defects Liability Period and the additional security for unbalanced tenders shall be valid until a date 30 days from the date of issue of the certificate of completion.

44. Cost of Repairs:

44.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

E. Finishing the Contract

45. Completion

45.1 The Contractor shall request the Employer to issue a Certificate of Completion of the Works and the Employer will do so upon deciding that the Work is completed.

46. Taking over

46.1 The Employer shall take over the Site and the Works within seven days of issuing a certificate ofCompletion.

47. Final account

47.1 The Contractor shall supply to the Employer a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Employer shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 90 days of receiving the Contractor's account if it is correct and complete. If it is not, the Employer shall issue within 90 days a schedule that states the scope of the corrections or additions that are necessary.
If the Final Account is still unsatisfactory after it has been resubmitted, the Employer shall decide on the amount payable to the Contractor and make payment within 60 days of receiving the Contractor‘s revised account.

48. As built drawings and /or Operating and Maintenance Manuals

48.1 If as-built drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the Contract Data.

48.2 If the Contractor does not supply the Drawings by the dates stated in the Contract Data, or they do not receive the Employer‘s approval, the Employer shall withhold the amount stated in the Contract Data from payments due to the Contractor.

49. Termination

49.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

49.2 Fundamental breaches of Contract include, but shall not be limited to the following:

a) The Contractor stops work for 45 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Employer;
b) Deleted.
c) The Contractor becomes bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
d) Deleted.
e) the Employer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Employer;
f) The Contractor does not maintain a security which is required;
g) the Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the Contract data; and
h) if the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in the executing the Contract. For the purpose of this paragraph: “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the

Borrower of the benefits of free and open competition.

49.3 When either party to the Contract gives notice of a breach of contract to the Employer for a cause other than those listed under Sub Clause 49.2 above, the Employer shall decide whether the breach is fundamental or not.

49.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.

49.5 If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

50. Payment upon Termination

50.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Employer shall prepare bill for the value of the work done less advance payments received up to the date of the bill, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor the difference shall be a debt payable to the Employer.

50.2 If the Contract is terminated at the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Employer shall prepare bill for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract, and less taxes due to be deducted at source as per applicable law and make payment accordingly.

51. Property

51.1 All materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the property of the Employer, if the Contract is terminated because of a Contractor‘s default.

52. Release from performance

52.1 If the Contract is frustrated by any event entirely outside the control of either the Employer or the Contractor the Employer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made.

F. Special Conditions of Contract

1. Labour:

The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

The Contractor shall, if required by the Employer, deliver to the Employer a return in detail, in such form and at such intervals as the Employer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Employer may require.

2. Compliance with labour regulations:

During continuance of the contract, the Contractor and his subcontractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or

the Central Government or the local authority. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, Employer shall have the right to deduct any money due to the Contractor including his amount of security deposit. The Employer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

3. Protection of Environment:

The contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation. During continuance of the contract, the contractor and his sub-contractors shall abide at all times by all existing enactments on environmental protection and rules made there under, regulations, notifications and bye-laws of the State or Central Government, or local authorities and any other law, bye-law, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority.

4. Arbitration (Clause 24) Deleted

5. The **LED luminaries and Control system** under this contract shall carry manufacturer's warranty of 5 years and the Bidder has to submit the certificate from the manufacturer to that effect.

6. The executed work shall be covered under a Defect Liability Period (DLP) of two (2) years from the date of completion. Further, the Contractor shall provide comprehensive maintenance of the Dynamic RGBW Façade Lighting System for an additional period of three (3) years after completion of the DLP. The Contractor shall be paid the annual maintenance charges based on the price quoted in the bid.

SECTION 6: CONTRACT DATA

Items marked "N/A" do not apply in this Contract.

Sl. No.	Particulars	Clause Reference
1	The following documents are also part of the Contract: • Design & Engineering Documents. • As built drawings. • The Methodology and Program of Construction • The Schedule of Key and Critical Equipment to be deployedon the work as per agreed program of construction.	 48 25 25
2	The Employer is: **The Executive Engineer,** **Electrical Division** **Bengaluru Central City Corporation** **Bengaluru-560001.** Name of authorized Representative: **The Commissioner, Bengaluru Central City Corporation**	1.1
3	The name and identification number of the Contract is **Providing Ornamental and Architectural Facade lighting to Government Major/Multi storey Buildings of Bengaluru under BRAND BENGALURU-VIBRANT BENGALURU in BCCC limits.**	1.1
4	**Scope of work:** The Works consists of designing, submitting the drawings/documents/3D drawings etc., to BCCC office for approval for providing and fixing of Architectural façade lighting which includes providing Comprehensive Annual Maintenance Contract for 3 years (After end of 2 years defect liability period). The broad scope for the proposed work shall be but not limited to; i. Within 15 days of award of work the successful tenderer shall submit the following documents / drawings approval to BCCC: • The design/simulation. • Drawings • BoQ. • The detailed drawings showing the distribution network. • The consumption pattern for various modes i.e. peak mode and off peak mode. ii. Supply, installation, testing and commissioning of various light fixtures as described in the BoQ of light fixtures and as per approved drawing including all accessories, heat resistant flexible cables for final connections and terminations. iii. Technical details, representative samples and lux calculation shall be furnished indicating the construction details and standards applicable. iv. The tenderer shall provide control panel. Design of control panel shall include required timers, nos. of circuits for current & future expansion, if required. v. The operating panel is to be installed in the electrical room as per the instruction of Engineer in-charge of the work. vi. The period of Comprehensive Annual maintenance Contract 3 years from the from the date of completion of DLP. vii. The Contractor will be required to rectify the defects/deficiencies in workmanship or quality of materials, equipments during the Contract and defect liability period. viii. The records maintained by the contractors shall be produced periodically to the Engineer-in-charge for proper monitoring. ix. During 2 years defect liability period and 3 years Comprehensive Annual maintenance Contract period, the contractor has to keep their staff engaged as per BCCC requirement for Operation, Maintenance and Monitoring, design of simulation of the system without extra cost.	1.1

	x. The comprehensive manual shall be submitted before the operation and maintenance period, as specified. It shall be periodically updated to incorporate the "best practices" experience gained while carrying out the O&M activities. xi. The manual so prepared must be updated after the end of six month of operation and maintenance, giving effect to the experience gained and the observations made by the Department during the maintenance period. xii. At the time of handing over after completion of comprehensive AMC period, the equipments, including standby equipments, must be in good working condition. xiii. The tenderer should provide the facility in conformity with the relevant codes, rules and regulations.	
5	The start date shall be the date of notice to proceed with the work.	1.1
6	The Intended Completion Date for the whole of the Works is **6 months** with the following milestones	17.1

Milestone dates:	**Physical works to be completed**	**Duration**
Milestone 1	Following details are to be submitted to BCCC office for approval; • Design • 3D drawings • Technical details of Luminaires, drivers, cables, connectors, amplifiers, console etc., • LM-79, LM-80, IP-65 or above, IK-06 or above & BIS (IS10322) certificates • Lighting Drawings • Electrical lighting distribution drawing. • Multiple Simulation options • Test Reports of the equipments • Warranty Certificates • Testing & Commissioning procedure and reports • Operation and maintenance manuals etc., The design to be submitted within 15 days from the date of notice to proceed with the work. The work of providing and fixing of Architectural façade lighting to be completed in Six months from the date of issue of Notice to proceed with the work.	30 days
Milestone 2	20% of value of work	30 days
Milestone 3	20% of value of work	30 days
Milestone 4	20% of value of work	30 days
Milestone 5	20% of value of work	30 days
Milestone 6	20% of value of work	30 days
	Total	**180 days**

7	The Site Possession Date is: **Notice to proceed with the work.**	21.1
8	The Site is located under BCCC limits	1.1
9	The Defects Liability Period is **2 years including maintenance after the completion of work in all respects and 3 yrs comprehensive Maintenance.**	5 & 6(SCC)

<table>
<tr><td>10</td><td>Insurance requirements are as under:

<table><tr><th>Sl. No.</th><th>Type of Cover</th><th>Minimum cover for Insurance</th></tr><tr><td>(i)</td><td>Works and of Plant and materials</td><td>The sum stated in the Agreement plus 20%</td></tr><tr><td>(ii)</td><td>Loss or damage to equipment</td><td>Full replacement cost</td></tr><tr><td>(iii)</td><td>Loss or damage to property of Third Party</td><td>Full replacement cost</td></tr><tr><td>(iv)</td><td>Personal injury or death insurance
(a) for Third Party

(b) for Contractor's employees or labour</td><td>
(a) It could be Rs. 50.00 lakhs to cover 10 persons @ Rs. 5.00 lakhs each.
(b) In accordance with the statutory requirements applicable to Karnataka</td></tr></table></td><td>13</td></tr>
<tr><td>11</td><td>Price Adjustment Formula; (Not applicable) (quoted price includes all)</td><td>40</td></tr>
<tr><td>12</td><td>The liquidated damages for each of the milestones are 0.1% of the contract price, maximum of 10 % of the contract price</td><td>41</td></tr>
<tr><td>13</td><td>The maximum amount of liquidated damages for the whole of the works is ten percent of final contract price.</td><td>41</td></tr>
<tr><td>14</td><td>The amounts of the advance payment are: Not Applicable.</td><td>42</td></tr>
<tr><td>15</td><td>Repayment of advance payment for mobilization: Not Applicable.</td><td>42</td></tr>
<tr><td>16</td><td>The date by which as-built drawings (3D/Color Auto CADD drawings) in 4 sets are required within 30 days of issue of certificate of completion of Whole or Section of the work as the case may be.</td><td>48</td></tr>
<tr><td>17</td><td>The amount to be withheld for failing to supply -as built drawings by the date required 0.5 % of contract value</td><td>48</td></tr>
<tr><td>18</td><td>The following events shall also be fundamental breach of the contract:
1. The contractor has contravened Sub-clause 7.1 and Clause 9 of CC.</td><td>49.2</td></tr>
<tr><td>19</td><td>The percentage to apply to the value of the work not completed representing the Employer's additional cost for completing the Works shall be <u>30</u> percent.</td><td>50.1</td></tr>
<tr><td>20</td><td>The successful tenderer shall deliver a security deposit in the form of Demand Draft or Bank Guarantee for an amount equivalent to 5% of the contract price + additional security for unbalanced tender(Difference Cost).</td><td>28</td></tr>
</table>

SECTION 7: SPECIFICATIONS

- All the materials, equipments, consumables etc., shall be as per the relevant standards/BIS codes approved by the Engineer in-charge of the works.
- All works shall be carried out as per the general standards and good construction practice for successful completion of the work.
- Work shall be carried out as per the design and methodology approved by BCCC.
- The work includes comprehensive AMC (Annual Maintenance Contract) for a period of 3 years after completion of 2 yrs Defect liability Period, which includes repair/replacement of all the defective material, equipments with labour charges & hire of machinery (HOM) etc., complete to meet the desired simulation and the intended purposes as per the timely requirement of BCCC.
- Safety regulations shall be followed during execution as per standard practice.

SECTION 8: DRAWINGS

Since the scope of work includes designing of Architectural Façade lighting system, necessary connected drawings are to be developed and submitted by the successful tenderer for approval by BCCC.

However, following are the details and locations of the buildings where the work is proposed.

Sl.no	Name of the Building	Latitude	Longitude
1	**Public Utility Building**	12.97426804768373	77.60982127672699

SECTION 9: BILL OF QUANTITIES

(As per Tender Document uploaded in KPP-Portal)

SECTION 10(A)

FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

To: _____*[name of Employer]*
_____*[address of Employer]*

WHEREAS _____*[name and address of Contractor]* (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. _____ dated _____ to execute_____*[name of Contract and brief description of Works]* (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Rs.____*[amount of guarantee]* Rupees_____ _____*[in words]*, and we undertake to payyou, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____*[amount of guarantee]*[18] as aforesaid without your needing to prove or to show grounds orreasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 30 days from the date of expiry of the Defects Liability Period.

Signature and seal of the guarantor _____
Name of Bank _____
Address _____
Date _____

SECTION 10(B)

FORMAT OF BANK GUARANTEE FOR EMD

To,
[Name of Tender Inviting Authority]
[Address of Tender Inviting Authority]

BANK GUARANTEE

WHEREAS, **[Name and Address of the Bidder]** (hereinafter called "the Bidder") has submitted its bid in pursuance of Work Indent No. **[Indent Number]**, for the work of **[Name of Contract and Brief Description of Works]** (hereinafter called "the Work").

AND WHEREAS it has been stipulated by you in the said Work that the Bidder shall furnish you with a Bank Guarantee issued by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Bidder such a Bank Guarantee;

NOW THEREFORE, we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Bidder, up to a total amount of **Rs. [Amount of Guarantee]**
(Rupees **[Amount in Words]** only), and we undertake to pay you, upon your first written demand and without cavil, demur, or argument, any sum or sums within the limits of **Rs. [Amount of Guarantee]** as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said amount from the Bidder before presenting us with the demand.

We further agree that no change or addition to, or other modification of, the terms of the Contract or of the Works to be performed there under, or of any of the Contract documents which may be made between you and the Bidder, shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification.

This Guarantee shall remain valid up to **180 days beyond the expiry of the Tender Validity Period**, and any demand in respect thereof should reach the Bank on or before the said date.

Signature and Seal of the Guarantor

Name of the Bank: _____

Address: _____

Date: _____

CHECKLIST

<table>
<tr><th>Item No.</th><th>Items</th><th>Tenderer uploaded document in KPP portal file name</th><th>Whether Uploaded (Yes or No)</th></tr>
<tr><td>1</td><td>Cost of tenders, Processing fee and Earnest Money Deposit/ Bid security [as per Clause no.-12 of Section-2] Payable at KPP portal</td><td></td><td></td></tr>
<tr><td>2</td><td>Bidder shall upload scan copy of the Part Bank Guarantee of EMD as per the Section 10(B) (FORMAT OF BANK GUARANTEE FOR EMD)</td><td></td><td></td></tr>
<tr><td>3</td><td>Turn over certificates, Audited and certified Balance sheet and profit / loss Accounts for last five financial (2021-22 to 2025-26) years with a certificate of verification issued by the chartered accountant. Minimum financial turnover in Electrical works of Rs. 600.79 lakhs in any two years. [as per Clause no. - 3.2(a) of Section-2]</td><td></td><td></td></tr>
<tr><td>4</td><td>Work done certificate issued not below the rank of Executive Engineer, for at least one similar work such as dynamic RGBW façade lighting works executed for Monuments/buildings/bridges/temples/gardens in the central government departments or state government departments or Public Sector Unit [PSU] to an extent of Rs. 300.40 lakhs as a single work [as per Clause no. - 3.2(b) of Section-2]</td><td></td><td></td></tr>
<tr><td>5</td><td>Work done certificate issued not below the rank of Executive Engineering for work executed in any one year, in the state government departments or central government departments or Public Sector Units [PSU] the following minimum quantities of work:
<table>
<tr><th>Sl. No.</th><th>Name of Light Fixture</th><th>Quantity</th></tr>
<tr><td>1</td><td>Multi Colour/ Mono Colour LED Flood Wash Light /LED Linear wall washer/ LED Strip Light</td><td>556 Nos.</td></tr>
<tr><td></td><td>DMX controller</td><td>2 No.</td></tr>
<tr><td>2</td><td>SITC of DMX/Power Cable</td><td>3240 Mtr.</td></tr>
</table>
[as per Clause no. - 3.2(c) of Section-2]</td><td></td><td></td></tr>
<tr><td>6</td><td>Valid Electrical license issued by Chief Electrical Inspectorate.
[as per Clause no.-3.2(d) of Section-2</td><td></td><td></td></tr>
<tr><td>7</td><td>Self-Declaration affidavit attested by the Notary for not having blacklisted by GOI / GOK / any other undertakings in the format mentioned in Format 4(E) of Section - 4.
[as per Clause no.-3.2(e) of Section-2]</td><td></td><td></td></tr>
<tr><td>8</td><td>GST certificate.
[as per Clause no.-3.2(f) of Section-2]</td><td></td><td></td></tr>
<tr><td>9</td><td>PAN registration certificate
[as per Clause no.-3.2(f) of Section-2]</td><td></td><td></td></tr>
<tr><td>10</td><td>Authorization letter from OEM of LED Luminaries for participation in tender. Not applicable if OEM participates in tender. Format 4(G) of Section - 4. [as per Clause no.-3.2(g) of Section-2]</td><td></td><td></td></tr>
<tr><td>11</td><td>Certificate of Incorporation or registration certificate for Incorporated in India for at least 7 years
[as per Clause no.-3.2(h-1) of Section-2] for OEM</td><td></td><td></td></tr>
<tr><td>12</td><td>Registration certificate of the factory for having their own manufacturing facility in their name in India.
[as per clause no.-3.2(h-2) of Section-2] for OEM</td><td></td><td></td></tr>
<tr><td>13</td><td>Charted Accountant audited turn over certificates or provisional certificates for a average turnover of 6000 Lakhs in last 3 financial years.[as per Clause no.-3.2(h-3) of Section-2] for OEM</td><td></td><td></td></tr>
</table>

14	ISO 14001:2015 certificate **[as per Clause no.-3.2(h-4) of Section-2]**		
15	ISO 45001:2018 certificate **[as per Clause no.-3.2(h-5) of Section-2]**		
16	ISO 9001:2015 certificate **[as per Clause no.-3.2(h-6) of Section-2]**		
17	ISO 50001:2018 certificate **[as per Clause no.-3.2(h-7) of Section-2]**		
18	BIS Certificates. **[as per Clause no.-3.2(h-8) of Section-2]**		
19	CE Certificates. **[as per Clause no.-3.2(h-9) of Section-2]**		
20	RoHS certification from United Kingdom Accreditation Service (UKAS) or the International Accreditation Forum (IAF). **[as per Clause no.-3.2(h-10) of Section-2]**		
21	LM 80 Certificate from NABL accredited laboratories. **[as per Clause no.-3.2(h-11) of Section-2]**		
22	LM 79 Certificate from NABL accredited laboratories. **[as per Clause no.-3.2(h-12) of Section-2]**		
23	Notarized declaration of the OEM about Embossed Logo of LED luminaries.**Format 4(H) of Section 4.** **[as per Clause no.-3.2(h-13) of Section-2]**		
24	Details of all the equipments and instruments and instruments maintained in the factory. **[as per Clause no.-3.3(a) of Section-2]**		
25	The Tenderer shall furnish the latest letter of credit certificate / Bank overdraft eligibility certificate issued by any Nationalized/ Scheduled Bank for **Rs.180.25 lakhs** **[in format 1.10 of Section – 3 and as per Clause no.-3.3(b) of Section-2]**		
26	Existing tender capacity & ongoing works and works for which tenders already submitted for the calculation of Assessed available tender capacity. (Notarized self declaration if there is no ongoing works and no tenders submitted) **[as per Clause no.1.5 (A) & (B) of Section – 3 and Clause no.-3.6 of Section - 2]**		
27	The Tenderer shall furnish **PRE-TENDER SITE VISIT CONFIRMATION CERTIFICATE** and submit written proof of such visit, along with relevant details, in the format specified under **Clause 1.15 of Section 3.**		
28	Name, address, and telephone numbers and e-mail of the Tenderers' bankers who may provide references if contacted by the Employer.**[as per Clause no.-1.9 of Section-3]**		
29	Self declaration of tenderer about litigations **[as per format 4(F) of Section – 4 and as per 1.12 of Section -3]**		
30	Information on bid capacity of the tenderer. Tenderer shall submit the bid capacity. **[as per formula in Clause 3.6 of Section – 2 and as per 4(I) of Section – 4]**		
31	**All other details / documents sought in the tender document.**		